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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

GROWTH CAVE, LLC, et al.,

Defendants.

Case No. 2:25-cv-01115-DOC-RAO

**JOINT STIPULATION TO
MODIFY STIPULATED
PRELIMINARY INJUNCTION
AS TO DEFENDANTS GROWTH
CAVE, LLC AND LUCAS LEE-
TYSON**

1 Plaintiff Federal Trade Commission (“FTC”), Defendants Growth Cave,
2 LLC, LLT Research Limited Liability Company, and Lucas Lee-Tyson
3 (collectively, “Stipulating Defendants”) (collectively, with the FTC and Stipulating
4 Defendants, “Stipulating Parties”) respectfully stipulate as follows:

5 WHEREAS, on February 10, 2025, the FTC filed the present action against
6 Growth Cave, LLC, also doing business as Buffalo Bridge, LLC and PassiveApps
7 (“Growth Cave”); Apex Mind, LLC; Lucas Lee-Tyson; Osmany Batte, also known
8 as Ozzie Blessed; and Jordan Marksberry (collectively, “Original Defendants”).
9 (Dkt. 1). Concurrent with the filing of the Complaint, the FTC also filed an *Ex*
10 *Parte* Application for Temporary Restraining Order (Dkt. 2) (“TRO Application”);

11 WHEREAS, on February 13, 2025, the Court granted the FTC’s TRO
12 Application and issued a Temporary Restraining Order against the Original
13 Defendants (Dkt. 22);

14 WHEREAS, Defendants Growth Cave and Lee-Tyson were properly served
15 with a summons, the Complaint, the Temporary Restraining Order, and the Order
16 Extending Temporary Restraining Order through March 5, 2025 (Dkt. 29, 30);

17 WHEREAS, by way of stipulation filed April 1, 2025, the FTC and
18 Defendants Growth Cave and Lee-Tyson stipulated to entry of a Preliminary
19 Injunction. (Dkt. 49, 50);

20 WHEREAS, on May 9, 2025, Plaintiff FTC filed an Amended Complaint
21 against the Original Defendants and LLT Research Limited Liability Company
22 (“LLT Research”) (collectively, with the Original Defendants, “Defendants”), as
23 well as Relief Defendant Friendly Solar, Inc. (Dkt. 59);

24 WHEREAS, Defendant LLT Research was properly served with a summons
25 and the Amended Complaint (Dkt. 66);

26 WHEREAS, Stipulating Defendants were properly served with the
27 Amended Complaint;
28

1 WHEREAS, the Stipulating Parties agree that Section IV of the Stipulated
2 Preliminary Injunction shall be amended to allow Lee-Tyson to sell certain real
3 property and personal property;

4 THEREFORE, the Stipulating Parties stipulate as follows and respectfully
5 request that:

6 1. The Court amend Section IV of the Stipulated Preliminary Injunction
7 (Dkt. 50) to allow Lee-Tyson to sell specified real property and personal property
8 as set out herein.

9 a. Individual Defendant Lucas Lee-Tyson shall take the following
10 steps to sell all interests in his residence located in Woodland Hills,
11 California 91364, as described in the Financial Statement of
12 Individual Defendant Lucas Lee-Tyson signed on March 4, 2025
13 (hereinafter, the "Property"):

14 i. Lee-Tyson shall, within ten (10) days of entry of the Court's
15 Order amending the stipulated preliminary injunction, list
16 the Property for sale, provided that Lee-Tyson first obtains
17 from FTC counsel written approval of the terms that Lee-
18 Tyson establishes for the listing, including the list price and
19 any real estate agent retained, which approval shall not be
20 unreasonably withheld;

21 ii. Immediately upon receiving any offer to purchase the
22 Property, Lee-Tyson's counsel shall notify FTC counsel of
23 the amount of the offer, any other conditions of the offer,
24 and the name(s) and address(es) of the person(s) or
25 entity(ies) making such offer;

26 iii. Lee-Tyson shall take all reasonable steps to effectuate the
27 sale of the Property, including, but not limited to, signing
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1 contracts with real estate agents, keeping the Property in
2 good repair, keeping the Property in a condition suitable for
3 showing to prospective purchasers, signing contracts for the
4 sale of the Property, and signing all documents necessary or
5 appropriate for the transfer of the Property to a new
6 buyer(s);

7 iv. If, after three (3) months from the date of the entry of the
8 Court's Order amending the stipulated preliminary
9 injunction, all interests in the Property have not been sold,
10 Lee-Tyson shall immediately retain an auction company and
11 direct it to sell all remaining interests in the Property at
12 public auction, provided that Lee-Tyson first obtains from
13 counsel for the FTC written approval of the auction
14 company and of the terms that Lee-Tyson establishes for the
15 auction, which approval shall not be unreasonably withheld;

16 v. Notwithstanding Paragraph 1.a.iv above, upon good cause,
17 and to maximize value of the Property, the Stipulating
18 Parties may agree in writing, without need for a further
19 Court order, to extend the time period to auction the
20 Property for a period of up to three (3) additional months;

21 vi. Until Lee-Tyson transfers title and possession of the
22 Property, Lee-Tyson shall take no action to diminish the
23 value of the Property, including any structures, fixtures, and
24 appurtenances thereto, but instead shall maintain the
25 Property in the same condition as on March 4, 2025, the date
26 Lee-Tyson provided his sworn financial statements to the
27 FTC. Lee-Tyson shall be responsible for timely payment of
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1 all mortgage payments, fees, association dues, and all other
2 attendant expenses related to the maintenance and
3 ownership of the Property until such time as the Property is
4 sold or auctioned. Lee-Tyson is also responsible for
5 payment of all taxes related to ownership of the Property,
6 including any associated penalties or late fees, until such
7 time as the Property is sold or auctioned. Lee-Tyson further
8 is required to continue and to maintain in full force
9 insurance coverage on the Property until the sale or auction
10 of the Property;

11 vii. If no final order has been entered as to Lee-Tyson that
12 otherwise governs the liquidation of Lee-Tyson's assets, all
13 net proceeds from the sale or auction of the Property after
14 payment of obligations due and owing to any valid mortgage
15 holders and other priority lien holders, any property taxes
16 owed, any adjustments in favor of the buyer(s) required to
17 sell the property, and any reasonable and customary real
18 estate agent fees and closing costs incurred in connection
19 with such sale or auction that have been approved by
20 counsel for the FTC, which approval shall not be
21 unreasonably withheld, shall be deposited into the trust
22 account of Lee-Tyson's counsel, Holland & Knight, where
23 the net proceeds will remain pending Stipulating Parties'
24 resolution of this case;

25 viii. To secure his performance under this Subsection, Lee-Tyson
26 hereby grants to Plaintiff Federal Trade Commission a lien
27 on and security interest in the Property in the value of Five
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- 1 Hundred Thousand Dollars (\$500,000). Lee-Tyson
2 represents and acknowledges that the FTC is relying on the
3 material representations that he is the sole owner of the
4 Property; that title to the Property is marketable; and that the
5 Property is not encumbered by any lien, mortgage, deed of
6 trust, assignment, pledge, security interest, or other interest
7 except for the lien, mortgage or security interest identified in
8 the Financial Statement of Individual Defendant Lucas Lee-
9 Tyson provided to the FTC on March 4, 2025; and
10 ix. Upon the request of FTC counsel, Lee-Tyson shall
11 cooperate fully with the FTC in the perfection of its liens
12 and security interests of the Property and be responsible for
13 preparing, executing, and recording the necessary
14 documents and taking other actions necessary to perfect the
15 FTC's voluntary liens on and security interests in the
16 Property. Lee-Tyson shall be responsible for paying all costs
17 relating to the preparation, execution, delivery, filing,
18 recording, and termination of the voluntary lien on and
19 security interest in the Property. Lee-Tyson shall deliver to
20 the FTC copies of all recording documents used to perfect
21 the FTC's voluntary liens on and security interests in the
22 Property within ten (10) days from the date of FTC
23 counsel's request.
24
25 b. Lee-Tyson shall, within three (3) days of entry of the Court's
26 Order amending the stipulated preliminary injunction, liquidate all
27 assets in the Vanguard Brokerage Services account ending in
28 account number 8482 in the name of Lucas Lee-Tyson (the "8482

Account”). Lee-Tyson may retain One Hundred Thousand Dollars (\$100,000) of the proceeds of such liquidation, which shall be used for Lee-Tyson’s reasonable living expenses including mortgage payments, utilities, food, and medical expenses. If Lee-Tyson wishes to pay penalties and federal and state income taxes owed by Lee-Tyson as a result of the liquidation of the 8482 Account in advance of the procedure set out in Paragraph 1.c, below, Lee-Tyson shall, prior to liquidating the 8482 Account, provide FTC counsel with documents prepared by a certified public accountant which reflect the amount of applicable penalties and federal and state income taxes owed by Lee-Tyson as a result of the liquidation of, distributed investment income and capital gains from, and early withdrawal of the monies from the 8482 Account. After providing FTC counsel with the foregoing documentation, Lee-Tyson or Vanguard Brokerage Services may retain and transmit to the appropriate tax authorities the estimated amount of penalties and federal and state income taxes for the sole purpose of paying any applicable penalties and federal and state income taxes owed by Lee-Tyson as a result of the liquidation of, distributed investment income and capital gains from, and early withdrawal of the monies from the 8482 Account. All remaining proceeds shall immediately be transferred to the trust account of Lee-Tyson’s counsel, Holland & Knight, where such proceeds shall be preserved pending a future Court order. Within three (3) days of liquidating the 8482 Account Lee-Tyson shall provide FTC counsel with documentation confirming: (i) the total amount of proceeds generated from such liquidation, (ii) the transfer of the

1 remaining proceeds to Lee-Tyson's counsel's trust account, as set
2 out above, and (iii) the total amount of federal and state income
3 taxes and penalties paid in relation to the 8482 Account, if
4 applicable.

5 c. On December 15, 2025, if no final order has been entered as to
6 Lee-Tyson that otherwise governs the liquidation of Lee-Tyson's
7 assets, Lee-Tyson shall liquidate all assets in the Vanguard
8 Brokerage Services accounts ending in account numbers 8409,
9 1176, and 6531 in the name of Lucas Lee-Tyson.

10 i. Within seven (7) days after such liquidation, Lee-Tyson
11 must provide FTC counsel with documents prepared by a
12 certified public accountant which reflect the amount of
13 applicable penalties and federal and state income taxes owed
14 by Lee-Tyson as a result of the liquidation of, distributed
15 investment income and capital gains from, and early
16 withdrawal of the monies from the Vanguard Brokerage
17 Services accounts ending in account numbers 8409, 1176,
18 and 6531 and the 8482 Account (collectively, "Vanguard
19 accounts"). After providing FTC counsel with the foregoing
20 documentation, Lee-Tyson or Vanguard Brokerage Services
21 may retain and transmit to the appropriate tax authorities the
22 estimated amount of penalties and federal and state income
23 taxes for the sole purpose of paying any applicable penalties
24 and federal and state income taxes owed by Lee-Tyson as a
25 result of the liquidation of, distributed investment income
26 and capital gains from, and early withdrawal of the monies
27 from the Vanguard accounts. All remaining proceeds of
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1 such liquidation shall immediately be transferred to the trust
2 account of Lee-Tyson's counsel, Holland & Knight. Such
3 proceeds shall be preserved in the trust account of Holland
4 & Knight pending a future Court order, except that without
5 further order, Holland & Knight may release to Lee-Tyson
6 an additional amount of such proceeds, not to exceed Fifty
7 Thousand Dollars (\$50,000) in total, for the sole purpose of
8 paying any applicable penalties and federal and state income
9 taxes owed by Lee-Tyson as a result of the liquidation and
10 the early withdrawal of funds from the Vanguard accounts
11 that exceed the previously-estimated amount.

- 12 ii. By April 15, 2026, Lee-Tyson shall pay all penalties and
13 federal and state income taxes owed by Lee-Tyson as a
14 result of the liquidation of, distributed investment income
15 and capital gains from, and early withdrawal of the monies
16 from the Vanguard Brokerage Services accounts and,
17 immediately after payment of such taxes, Lee-Tyson shall
18 transfer any remaining Vanguard funds that were not used to
19 pay applicable penalties and taxes to the trust account of his
20 counsel, Holland & Knight, where such funds shall be
21 preserved pending a future Court order. Within three (3)
22 days of the foregoing, Lee-Tyson shall provide FTC counsel
23 with documentation confirming: (i) the total amount of
24 federal and state income taxes and penalties paid in relation
25 to the Vanguard accounts, and (ii) the transfer of any
26 remaining Vanguard proceeds to Lee-Tyson's counsel's
27 trust account, as set out herein.
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1 Dated: November 10, 2025

Respectfully submitted,

2 /s/ Maris K.V. Snell

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Lucas Lee-Tyson

20 **SIGNATURE ATTESTATION**

21 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories
22 listed, and on whose behalf this filing is submitted, concur in this filing's content
23 and have authorized this filing.
24

25 /s/ Maris K.V. Snell

26 MARIS K.V. SNELL

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